



MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: May 1, 2018

SUBJECT: Approval to Convey an Access Easement to the Anjuman-E-Burhani Property, 15250 NE 51st Street (King County Tax Parcels 218250-0080 and 218250-0082)

I. RECOMMENDED ACTION

Authorize the Mayor to grant an easement to increase the access width from the Anjuman-E-Burhani property to NE 51st Street from 14- to 20-feet, subject to paying the City \$67,000 for the value of the easement (see attachments A: Draft Easement Document and B: Property Location).

II. DEPARTMENT CONTACTS

Malisa Files, Finance Director	425-556-2166
Terry Marpert, AICP, Finance-Real Property	425-556-2428

III. DESCRIPTION/BACKGROUND

Anjuman-E-Burhani, site plan entitlement applicant, seeks City approval to build a mosque, changing the land use on the applicant's property from a single-family residential to a religious institution use. For safety reasons, the new use is required to have access to NE 51st Street that is 20-feet wide; six feet more than the existing 14-foot wide access. The proposed easement was reviewed by Planning and Community Development as part of the site plan entitlement (SPE) application submitted by the property owner, listed as Project No. LAND-2013-00171.

The area of NE 51st Street adjacent to the applicant's property was acquired by the City in 1991 through a quitclaim deed from the Washington State Department of Transportation (WSDOT). A condition of the quitclaim deed is that the City "will maintain the control of ingress and egress to, from and between the lands herein conveyed and the lands adjacent thereto..." While WSDOT no longer owns the property, the terms of the quitclaim deed require the City to follow WSDOT design criteria when considering proposals to widen access from adjacent properties to the City-owned section of NE 51st Street. (WSDOT letter, August 24, 2012).

Consistent with WSDOT requirements, the following conditions shall apply to the proposed access easement:

- Compliance with WSDOT’s Design Manual, Chapter 530, Subsection 530.10 (July 2016);
- Restriction of access at NE 51st Street to right-in/right-out;
- Sight distance standards shall be met where the access connects to NE 51st Street;
- Any channelization changes extending into WSDOT right-of-way shall be approved by WSDOT; and
- The owner of the Anjuman-E-Burhani property shall pay \$67,000 to the City of Redmond as compensation for the easement based on a third-party valuation of the easement.

IV. PREVIOUS DISCUSSIONS HELD

Date	Action / Committee Presentation
April 10, 2018	Planning and Public Works Committee of the Whole

V. IMPACT

A. Service/Delivery:

The easement will allow access to NE 51st Street from the Anjuman-E-Burhani property to increase by six feet, from 14- to 20-feet wide. This is the width necessary to provide safe access to a religious institution use.

B. Fiscal Note:

There are no costs involved with conveying this easement. The City will receive \$67,000 in compensation for the easement as mentioned above.

VI. ALTERNATIVES TO STAFF RECOMMENDATION

The City Council could choose not to approve this easement. This would prevent the access width necessary to safely connect the Anjuman-E-Burhani Property to NE 51st Street.

VII. TIME CONSTRAINTS

A delay in approving the access easement would delay approval of the SPE for the Anjuman-E-Burhani property.

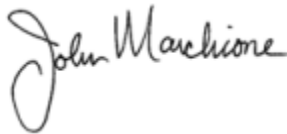
VIII. LIST OF ATTACHMENTS

Attachment A: Draft Easement Document

Attachment B: Property Location



Malisa Files, Finance Director



Approved for Agenda _____

John Marchione, Mayor

ATTACHMENT A
Draft Easement Document

Please Return To: City of Redmond, Finance/Real Property Mail Stop 3NFN P.O. Box 97010 Redmond, WA 98073-9710

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) <i>(or transactions contained therein):</i> EASEMENT
Reference Number(s) of Documents assigned or released: Additional reference numbers on page ____ of document
Grantor(s): <i>(Last name first, then first name and initials)</i> 1. CITY OF REDMOND, A MUNICIPAL CORPORATION
Grantee(s): <i>(Last name first, then first name and initials)</i> 1. ANJUMAN-E-BURHANI, SEATTLE, AS WASHINGTON NON-PROFIT CORPORATION
Legal Description: <i>(abbreviated form i.e. lot, block, plat name, section-township-range)</i> PTN NW 14-25-5
Assessor's Property Tax Parcel Account Number(s): 218250-0080
City of Redmond Reference: <i>Anjuman E. Burhani Mosque</i> Project Number: LAND-2013-00171 Permit Number:
<i>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</i>

ATTACHMENT A

Draft Easement Document

This Access Easement Agreement (“Agreement”) is made by and between City of Redmond, a municipal corporation (“Grantor”) and Anjuman-E-Burhani, Seattle, a Washington non-profit corporation (“Grantee”).

RECITALS

A. Grantor was conveyed certain lands acquired by Washington State Department of Transportation (WSDOT) for Highway Project SR 520-Northrup Interchange to Junction SR 202, on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date March 19, 1991. Land was conveyed by Quitclaim Deed recorded in records of King County, Washington under Recording Number 9103191192 (“Limited Access Land”). The lands were conveyed for and in consideration of Grantor’s acceptance of maintenance and jurisdictional responsibilities of the lands and the control and limiting of access to such lands.

B. Grantee is the fee owner of the real property legally described as:

TRACT 8, EAST SIDE GARDENS, ACCORDING TO THE PLAT THEREOF,
RECORDED IN VOLUME 12 OF PLATS, PAGE 68, IN KING COUNTY,
WASHINGTON;
EXCEPT THE NORTH 1,011.34 FEET THEREOF;
AND EXCEPT THE EAST 230 FEET THEREOF;
AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD BY
DEED RECORDED UNDER RECORDING NO. 2716295;
AND EXCEPT THAT PORTION THEREOF CONDEMNED IN SUPERIOR COURT
CAUSE NO. 750450 FOR S.R. 520,

also known as King County Tax Parcel Numbers 218250-0080 and 218250-0082. Collectively referred to herein as the “Property”.

C. A portion of the Limited Access Land, was secured from Grantee with the provision that future access to Grantee’s property be restricted to a Type A Road Approach on the north side of FF line, Opposite Station 15+75 of Highway Plans: SR520, Northrup Interchange to Jct. SR 202.

D. Grantee wishes to improve the Property under City of Redmond Land Use Development Project Number LAND-2013-00171-Anjumann-E-Burhani Mosque. Conditions of development for such use requires a wider driveway than currently exists.

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- E. Pursuant to Project Number LAND-2013-00171-Anjumann-E-Burhani Mosque, Grantee intends to bind itself and its successor and assigns and their respective property interests in the Property to a wider driveway under the following terms of an easement for the benefit of the Grantee and the Property.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys for the benefit of the Property, a perpetual, non-exclusive easement for purposes of vehicular and pedestrian ingress and egress, and the construction, installation, use operation, maintenance, repair, replacement and reconstruction of facilities for such vehicular and pedestrian ingress and egress, all in, upon, under, over and across the following legally described property (Access Easement):

(add legal)

and as depicted on Exhibit "A" (Access Easement Area).

2. Nature of Easement. The Access Easement shall be perpetual, non-exclusive, non-extinguishable, and shall run with the land, burdening the Limited Access Land for the benefit of the Grantee and the Property. Grantee and its agents, employees, contractors, subcontractors, permittees, successor and assigns, and other authorized persons and entities shall be entitled to exercise all right under this Agreement for the purposes granted herein, without notice, and without prior institution of any suit or proceeding of law.
3. Limits of Grantees Use: Grantee may only use the Access Easement Area for the purposes expressed and approved under plans LAND-2013-00171-Anjumann-E-Burhani Mosque.
4. Maintenance: Grantee, shall be responsible for the maintenance and repair of any pedestrian or vehicular ingress and egress access facilities located within the Access Easement Area and remediate all damage to the Access Easement Area caused by its installation, maintenance, and repair activities.

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5. **No Obstruction.** Grantor, and its grantees, successors and assigns, and respective employees, agents, licensees, servants, contractors and subcontractors, thereof, will not place, erect, construct, permit or allow the location of any temporary or permanent structures, vehicles, equipment, debris, personal property, fence, wall or other property or device that would interfere with the use of the Access Easement Area herein granted.
6. **Compliance with Law.** Grantee, in its use of the easement rights reserved hereunder, shall at all times comply with the applicable laws and regulations and shall obtain any permits, license or approvals necessary for the conduct of its activities on the Property as approved under LAND-2013-00171-Anjumann-E-Burhani Mosque.
7. **No Dedication to the Public.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Limited Access Land or the Property to the general public or for the general public or for any public uses whatsoever other than those specifically granted herein, it being the intention of the Grantor that the easement shall be strictly limited to and for the purposes herein expressed.
8. **Attorneys' Fees.** In any action to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees in connection with such action.
9. **Assignment: Binding Effect:** The easement hereby granted and the conditions herein contained shall be covenants running with the land and shall inure to the benefit of and be binding upon Grantee and Grantor, and their successors and assigns, including any subsequent owners of the Property.
10. **Severability:** The provisions of this Agreement shall be independent and severable. The unenforceability or invalidity of any one provision shall not affect the enforceability of any other provision.
11. **Choice of Law: Venue.** This Agreement shall be construed under and governed by the laws of the State of Washington. Venue and jurisdiction of any action arising out of or related to this Agreement shall be in King County Superior Court.
12. **Entire Agreement.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement with respect to the subject matter hereof.

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Grantor covenant that it is the lawful owners of the above-described property and has authority to convey this Easement.

In Witness whereof the undersigned have executed this Agreement as of _____, 20__.

GRANTOR:
CITY OF REDMOND,
a municipal corporation

GRANTEE:
ANJUMAN-E-BURHANI, SEATTLE
a Washington non-profit corporation

By: _____
John Marchione, Mayor

By: _____

Its: _____

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Draft Easement Document

EXHIBIT “A”
Graphic of Access Easement Area

(Insert graphic)